

600 BARRETT BLVD.
P. O. BOX 2100
HENDERSON, KY 42420
TEL. (270) 827-2093
FAX (270) 826-3763

November 9, 2005

VIA FEDERAL EXPRESS

Ms. Beth A. O'Donnell Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40601 POW 1 0 2005

PUBLIC SERVICE
COMMISSION

RE: Joint Application of Orbit Gas Company and Orbit Gas Transmission, Inc. Case No. 2005-00427

Dear Ms. O'Donnell:

I enclose the original and 6 copies of a Response to First Data Request of Commission Staff, together with the request that it be filed in the captioned matter. Thank you.

Very truly yours,

BCC/jh Enclosures

cc: Richard H. Straeter Marc D. Fine

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION



MAY 1 0 2005

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JOINT APPLICATION OF ORBIT GAS)
COMPANY AND ORBIT GAS TRANSMISSION,)
INC. FOR AUTHORITY AND PERMISSION TO)
SELL AND PURCHASE THE ORBIT GAS)
COMPANY NATURAL GAS DISTRIBUTION)
SYSTEM AND ALL RELATED ASSETS)

RESPONSE TO FIRST DATA REQUEST OF COMMISSION STAFF TO ORBIT GAS COMPANY AND ORBIT GAS TRANSMISSION, INC.

Come Now, Orbit Gas Company (Orbit Gas) and Orbit Gas Transmission, Inc. (Orbit Transmission), Co-applicants in the above case, and file herewith their response to the First Data Request of Commission Staff.

WHEREFORE, Applicants pray that the enclosed responses numbered 1(a)(b)and (c) and 2 through 11 be accepted in compliance with the Commission's First Data Request.

Respectfully submitted,

BENJAMIN C. CUBBAGE, JR. 600 Barrett Blvd., P.O. Box 17 Henderson, Kentucky 42420

(270) 827-5635

Attorney for Applicant, Orbit Gas Company

MARC D. FINE Rudolph, Fine, Porter & Johnson, LLP 221 N.W. Fifth Street Evansville, Indiana 47708 (812) 422-9444

Attorney for Applicant, Orbit Gas Transmission, Inc.

STATE OF KENTUCKY)
COUNTY OF HENDERSON)

Come now the Co-Applicants, Benjamin C. Cubbage, Jr., President of Orbit Gas Company, and Richard H. Straeter, President of Orbit Gas Transmission, Inc. herein, and upon oath swear that the statements contained in the above Response are true as they verily believe.

ORBIT GAS COMPANY

By *Du Mulling*Benjamin C. Cubbage, Jr., President

ORBIT GAS TRANSMISSION, INC.

Richard H. Straeter, President

SUBSCRIBED AND SWORN to before my by Benjamin C. Cubbage, Jr., President of Orbit Gas Company, and Richard H. Straeter, President of Orbit Gas Transmission, Inc., this 9th day of November, 2005.

Notary Public M. Henderson

My Commission Expires: 3-22-06

Response to First Data Request of Commission Staff to Orbit Gas Company and Orbit Gas Transmission. Inc.

Item 1(a)

Person Responsible for Responding: Benjamin C. Cubbage, Jr.

Request: Refer to Section 1.1.3. Provide the working gas volume in the underground gas

fields that are included in the transaction.

Response: There is one underground gas storage field included in the transaction. It is

identified as White Plains Gas Storage Field (White Plains). This field is a depleted gas reservoir and was among the oil and gas assets acquired by Orbit Gas Company in 1992 when the Orbit oil and gas assets were transferred (See Case No. 92-037). Since acquisition, Orbit Gas Company has acquired engineering data on the field and has acquired approximately 70 percent of the gas storage rights in the form of natural gas storage leases. Although this field was actually used for gas storage briefly in the early 1970's, it has not been so used since Orbit Gas Company's ownership 1992 to present. Orbit's purpose to date has been to put White Plains in a posture that would be attractive to a large company with the financial ability to develop the field, construct the necessary pipeline connection and utilize the storage capacity. The engineering data we have indicates a working

gas volume in White Plains of approximately six billion cubic feet.

Response to First Data Request of Commission Staff to Orbit Gas Company and Orbit Gas Transmission, Inc.

Item 1(b)

Person Responsible for Responding: Benjamin C. Cubbage, Jr.

Request: State whether gas storage fields are included in the sale of assets. Explain.

Response: Yes. See response to Item 1(a). All assets of Orbit Gas Company are included in

the transaction.

Response to First Data Request of Commission Staff to Orbit Gas Company and Orbit Gas Transmission. Inc.

Item 1(c)

Person Responsible for Responding: Joanne Henderson

Request: Refer to Section 1.1.10.2. State the number of gas wells that are included in the

transaction and state the current total production of these wells.

Response: There are a total of 50 wells that are included in the transaction. Please refer to

Item 4 and the response thereto. There are a total of 13 gas wells that are included in the transaction that are productive. Attached is a production summary for each

well covering the period from January 1, 2005 to October 1, 2005.

Production Summary for each well covering period from January 1, 2005 to October 1, 2005:

Well Name	Production Total/Mcf
Whitfield	206
Clapp Allen	1,969
Cypret Cotton	8,103
Morris	5,096
West Ky. B-1	6,566
Stevens #1	2,195
A.S. Loving	509
Mason Salmon	4,359
Thorpe	775
Commercial Bank of Dawson Springs	2,078
Archie Cook	105
Oates	56
Pittman	779

Response to First Data Request of Commission Staff to Orbit Gas Company and Orbit Gas Transmission. Inc.

Item 2

Person Responsible for Responding: Benjamin C. Cubbage, Jr.

Request:

Refer to the Application, Exhibit C, at 29. A list of exhibits is shown on this page. The exhibits were not available when the Application was filed. Provide a copy of the exhibits that are now available.

Response:

There are five exhibits listed on Exhibit "C", page 29 to the Application. The status of these exhibits is as follows:

- 1. Exhibit 2.1.3 Escrow Agreement. This agreement has not yet been prepared. It will be ready at the closing of the proposed transaction as it will provide the vehicle for payment of the sum of One Hundred Thousand Dollars to be placed in escrow for a period of one calendar year following the date of closing to cover unknown environmental concerns which may arise during the one year escrow period. (See Section 8.3.2 of the "Asset Purchase and Sale Agreement Exhibit "C", page 19.)
- 2. Exhibit 8.2.1 Bill of Sale. A copy of the proposed Bill of Sale is attached.
- 3. Exhibit 8.2.5 Warranty Deed for Hopkins Facility. A copy of the proposed Warranty Deed is attached.
- 4. Exhibit 8.2.6 Assignments for Contracts and Leases. Sample copies of each document are attached. Because there are leases in several counties, more than one assignment is contemplated. Likewise, several different types of contracts will be assigned by separate documents. The sample copies attached are representative of the proposed documents.
- 5. Exhibit 12.1 Interim Escrow Agreement. A copy of the Interim Escrow Agreement is attached.

AGREEMENT AND BILL OF SALE

THIS AGREEMENT AND BILL OF SALE made and entered into this ____ day of ______. 2005 by and between Orbit Gas Company, a Kentucky corporation, P.O. Box 2100. Henderson. Kentucky 42419, hereinafter referred to as "Seller", and Orbit Gas Transmission. Inc., a Kentucky corporation, of P.O. Box 749, Mt. Vernon, Illinois 62864, hereinafter referred to as "Buyer".

WITNESSETH:

That for a valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell. grant and convey unto Buyer all of Seller's tangible personalty utilized by Seller in the natural gas business. including, but not limited to, natural gas pipelines, compressors, dehydrators and other miscellaneous machinery and equipment which is generally identified in Exhibit "A" attached hereto. This conveyance is intended to transfer Seller's interest in all tangible personalty exclusively utilized by Seller in its natural gas business, whether or not specifically identified on Exhibit "A". All of said assets being transferred by this Agreement and Bill and Sale are sold "As Is" and "Where Is" except that any manufacturers' warranties on said properties will be transferred to Buyer.

To have and to hold the same unto Buyer, its successors and assigns forever. Seller hereby covenants that it is the lawful owner of said items of tangible property; that it has good right and title to sell and convey same as aforesaid; that the same are free and clear of all encumbrances and that it will warrant and defend the same as against all lawful claims and demands whatsoever.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto this day and vear first above written.

ORBIT GAS COMPANY - SELLER

	By
	ByBenjamin C. Cubbage. Jr., President
	ORBIT GAS TRANSMISSION, INC BUYER
	By
	Richard H. Straeter. President
STATE OF KENTUCKY)	
COUNTY OF HENDERSON)	
Taba and Jana' 1 (2011)	
	ic in and for the state and county aforesaid, do hereby I of Sale was produced to be in said county and was
	by Benjamin C. Cubbage, Jr., President of Orbit Gas
	er, and by Richard H. Straeter, President of Orbit Gas
	ion. Buyer, to be their respective lawful acts and deeds
and the respective lawful acts and deeds	of said corporations.
Witness my hand this day o	of 2005.
My commission expires:	
	Notary Public
Prepared by:	
repared by.	
Benjamin C. Cubbage, Jr.	
Attorney at Law 600 Barrett Blvd., P.O. Box 17	
Henderson, KY 42419-0017	
(270) 827-5635	

EXHIBIT "A"

Tools and Miscellaneous Equipment

25 Gallon Electric Sprayer

5 Horsepower 2250 Watt Coleman Generator

Open Flow Test Kit

Electric Fuel Pump

Dead Weight Tester

Electric Drill (Battery Operated)

Cadwell Kit

Meriam Instruments Manometer

3/4" Drive Socket Set with Rachet

2" Fusion Machine with Irons for Polypipe Butt Fusion

3" Fusion Machine with 4" Irons for Polypipe Butt Fusion

3 Sets of 1"-2" Threaders

1 Set of 3/4"-1-1/2" Threaders

2 2" Cutters

1 Set of Bolt Cutters

3 36" Pipe Wrenches

1 Reddy Heater Pro 100 100.000 Btu Kerosene Heater with Blower

1 K-D Tool Dial Indicator (Alignment Tool)

1 Electric Motoer 1/2 HP 100 RPM

1 Heath Detecto Pak II Leak Surveyor (Complete Kit)

1 Meriam Instrument Merical Meter Tester

1 Eagle Research Handheld Programmer for Electric Meter

1 Heath Odorator

1 Pipeline Locator

1 Refinery Supply Dew Point Tester

1 EC Miller Cathodic Protection Meter w/Electrode

1 Heath FI 2000

Electric Meter

Electronic Meter

Hunda Power Washer

1984 Lowe River Jon Del Boat

Office Equipment Inventory

Dell computer - Dimension L500c

Roughneck Software

Hewlett Packard LaserJet 5 printer

Secretary desk chair

Brother SX-4000 typewriter

Dell computer - Dimension XPS D233

Dell computer - Dimension 2400 w/wireless keyboard and mouse

HP LaserJet 2100 printer

ScanMaker 5950 scanner

Dell laptop computer - Inspiron 2600 w/wireless keyboard and mouse

HP Deskjet 600c printer

Xerox 5334 copy machine

Brother IntelliFax 2600 fax machine

Scout Check tickets and cabinets

Drafting table

Bulletin board

Oasis water cooler

- 1 3 drawer file cabinet
- 8 4 drawer file cabinets
- 2 5 drawer file cabinets
- 2 map file cabinets

Steel shelf (w/product books)

Pipeline and Pipeline Related Equipment

County	Description	Pipeline/Ft.	Pipeline/Miles	Machine & Equipment
Christian	Compressor			VRG-155 340 Quincy
· V · · · · · · · · · · · · · · · · · ·	4" Sargent Crofton Line	13,318	2.5	
Hopkins	Compressors			1987 JGS-325 Ariel
The second secon				1985 JGP-2 Ariel
				Electric 340 Quincy
				Electric 325 Quincy - 7-1/2 horse.
				VRG-220 Single AOL
			takatatakan sekerusuka terakuan arrayan lami asa array - senarar aksas sas-musi a	Electric Singe ACL - 40 horse.
				VRG-330 Dual AOL
	Dehydration Units			(3) Lakota dehydration units
	Meters			(32) chart recorder meter
	Pipelines	THE R. P. LEWIS CO., LANSING SECTION STREET, S	MAATAAN addinah kanadaan ka asaba sa ah sa kanad sa sa sabaan daan ka sa	
	(SDR7) 3" plastic - East	31,680	6	
	Diamond transmission lines			
	2" gathering lines	World Millionian or construction of the state of the conference of the conferen	EMMARKS TOWARDS TO BE A TOP TO THE STREET	A CONTROL OF THE PART OF THE P
	Thorpe line	700	0.1	The second secon
	Salmon 2	1300	0.2	
	Reynolds & Vincent	19,000	3.6	and the second of the second o
	Rudd line			· construction of the cons
	Allen 2 line			and the second of the second o
	Cypress line	2,055	0.4	and the second s
	Morris line	5,600	1.1	
	C.A. Robinson line		# A \$	The second secon
	Poe Hill	21,200	4	
	Hanson	34,320	6.5	
			Control to the control of the contro	
	4" gathering lines	No. No. Alexander: As class of the control of the property of the control of the	Andrew Section Section 2 conference and the section of the section	The second secon
	Sisk School	6,000	1.1	
	Carbondale line	42,000	8	
	Sargent Crofton line	27,400	5.2	
	6" gathering lines			
	Jobe Pipeline	46,000	8.7	A CALL CONTROL OF THE CONTROL
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			den den administrativa ambien	et a comment of the c

Pipeline and Pipeline Related Equipment

				İ
County	<u>Description</u>	Pipeline/Ft.	Pipeline/Miles	Machine & Equipment
			:	!
Muhlenberg	2" Gathering lines			1
	Robinson line	1,295	0.2	
17 deserte al 1 sussi ante arterio es	Mercer Moore	6,860	1.3	1
TO THE PARTY OF THE CONTRACT OF THE CONTRACT OF				
a company of the comp	Ensign Bickford	15,000	2.8	1
	Dates	1,135	0.2	
e i sia alber risba sia i i	4" Gathering lines			
The second secon	Jobe Pipeline	10,500	2	
McLean	Dehydration Unit			(1) Lakota Unit
	2" Gathering lines			1
	Bells Ferry to Sacramento	37,200	7	
	4" Gathering line			1
	Rumsey	18,500	3.5	1

DEED

THIS DEED made and entered into this _____ day ______. 2005 by and between Orbit Gas Company, a Kentucky corporation, P.O. Box 2100, Henderson, Kentucky 42419, hereinafter referred to as GRANTOR, and Orbit Gas Transmission, Inc., a Kentucky corporation, P.O. Box 749, Mt. Vernon, Illinois 62864, hereinafter referred to as GRANTEE.

WITNESSETH:

THAT for and in consideration of the sum of Nineteen Thousand Dollars (\$19,000.00), cash in hand paid, the receipt and sufficiency of which being hereby acknowledged, the GRANTOR has this day bargained and sold, and by these presents does hereby bargain, sell, transfer, grant and convey unto the GRANTEE. Orbit Gas Transmission, Inc., its successors and/or assigns, the following described property located in Hopkins County, Kentucky, to-wit:

Beginning at an iron pipe on the west side of Kentucky Highway No. 813 on the edge of the highway right of way and corner to the Holloman Estate: thence extending south 61 degrees and 30 minutes west with the property line of the Holloman Estate a distance of 582 feet to an iron pipe: thence north 34 degrees and 30 minutes west on the property of Herbert Chaney a distance of 300 feet to an iron pipe: thence north 61 degrees and 30 minutes east on the Herbert Chaney property a distance of 582 feet to an iron pipe at the edge of Kentucky Highway No. 813 right of way; thence with Kentucky Highway No. 813 right of way south 34 degrees and 30 minutes east a distance of 300 feet to the beginning: and containing 4 acres.

Being the same property conveyed to Grantor by Deed dated April 20. 1992 from Orco, Inc., recorded in Deed Book 507, page 715 in the Hopkins County Court Clerk's Office.

This conveyance is subject to all easements, restrictions and rights-of-way of record.

TO HAVE AND TO HOLD the above described real property, together with all rights, privileges and appurtenances thereunto belonging unto the GRANTEE, in fee simple, its successors and/or assigns forever, with covenant of general warranty of title.

The GRANTEE joins in the execution of this Deed for the purpose of complying with the provisions of K.R.S. Chapter 382. Both GRANTOR and GRANTEE swear and/or affirm that the consideration reflected in this Deed is the full consideration paid for the property hereby conveyed.

IN TESTIMONY WHEREOF, witness the execution hereof by the GRANTOR and GRANTEE as of the day and date first above written.

OD ANTEOD

GRANTOR:
ORBIT GAS COMPANY
By
Benjamin C. Cubbage, Jr., President
CD ANTEE.
GRANTEE:
ORBIT GAS TRANSMISSION, INC.
By
Richard H. Straeter, President

STATE OF KENTUCKY)		
COUNTY OF HENDERSON)		
Iaforesaid. do hereby certify that on and county aforesaid, and duly sign of Orbit Gas Company, to be his act and/or affirm that the consideration property hereby conveyed.	ed and acknowled t and deed and up	ged by Benjamin C. C on oath first administer	ubbage, Jr President red Grantor did swear
Given under my hand	d and seal this	day of	, 2005.
My Commission Exp	oires:		
	Notary I	Public	
STATE OF KENTUCKY)		
COUNTY OF HENDERSON)		
Iaforesaid. do hereby certify that on and county aforesaid. and duly signed Orbit Gas Transmission. Inc., to be swear and/or affirm that the consider property hereby conveyed.	ed and acknowled his act and deed a	ged by Richard H. Stra nd upon oath first adm	aeter. President of iinistered Grantee did
Given under my hand	d and seal this	day of	2005.
My Commission Exp	oires:		
	Notary I	Public	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is executed as of the
day 2005 by and between Orbit Gas Company, a Kentucky corporation. P.O. Box
2100. Henderson. Kentucky 42419, hereinafter referred to as Assignor, and Orbit Gas
Transmission. Inc., a Kentucky corporation, P.O. Box 749, Mt. Vernon, Illinois 62864,
hereinafter referred to as Assignee.

WITNESSETH:

WHEREAS. Assignor, as Seller, entered into the following Agreements and Contracts with the following named parties:

- Natural Gas Purchase Agreement effective November 1, 2000 with Western Kentucky Gas Company, a division of Atmos Energy Corporation, being Contract No. WKG-10041, as amended on October 10, 2001.
- Natural Gas Purchase Agreement effective November 1, 2000 with Western Kentucky Gas Company, a division of Atmos Energy Corporation, being Contract No. WKG-10037, as amended October 10, 2001.
- 3. Natural Gas Purchase Agreement effective November 1, 2000 with Western Kentucky Gas Company, a division of Atmos Energy Corporation. being Contract No. WKG-10039, as amended October 10, 2001.
- Natural Gas Purchase Agreement effective November 1, 2000 with
 Western Kentucky Gas Company, a division of Atmos Energy Corporation,
 being Contract No. WKG-10038, as amended October 10, 2001.
- 5. Gas Service Contract dated September 21, 1984 with Ensign-Bickford Company.

- 6. Gas Purchase Contract dated April 6, 2001 with Alcan Ingot, a division of Alcan Aluminum Corporation.
- 7. Gas Service Contract dated March 7. 1997 with the City of White Plains.

 Kentucky.

WHEREAS. Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's right, title and interest in and to such Contracts;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. the parties agree as follows:

- 1. Assignor does hereby SELL, ASSIGN, and TRANSFER unto Assignee all of Assignor's right, title and interest in and to the (7) above described contracts.
- 2. Assignee hereby assumes and undertakes to pay, perform and discharge when due all of the liabilities and obligations of Assignor under the seven (7) contracts, which are performable on or after the date hereof. Assignee agrees to indemnify and hold and save Assignor harmless of, from and against any and all loss, costs, expense, or liability (including attorneys' fees and expenses) arising or accruing subsequent to the date hereof by reason of any breach, violation, or non-performance of any term, provision, covenant, agreement, or condition on the part of Assignee under such seven (7) contracts.

IN TESTIMONY WHEREOF, the parties hereto have executed and delivered this

Assignment and Assumption Agreement as of the day and year first above written.

	ASSIGNOR:
	ORBIT GAS COMPANY
	ByBenjamin C. Cubbage, Jr., President
	ASSIGNEE:
	ORBIT GAS TRANSMISSION, INC.
	ByRichard H. Straeter, President
STATE OF KENTUCKY) COUNTY OF HENDERSON)	
This instrument was acknowledged	before me on the day of, 2005 by
My commission expires:	
	Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: THAT

Orbit Gas Company, a Kentucky corporation, P.O. Box 2100, Henderson, Kentucky 42419, hereinafter referred to as ASSIGNOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by Orbit Gas Transmission, Inc., a Kentucky corporation, P.O. Box 749, Mt. Vernon, Illinois 62864, hereinafter referred to as ASSIGNEE, does hereby sell, assign, transfer, set over and convey unto ASSIGNEE, its successors and assigns, subject to the terms, conditions and reservations herein contained, all of ASSIGNOR'S right, title and interest in and to those certain oil and gas leases embracing lands in _______County, Kentucky, as set forth on Exhibit "A" attached hereto and made a part hereof, together with a like interest in all rights incident to or obtained by virtue of the oil and gas leases, the personal property and equipment thereon, appurtenant thereto and used or obtained in connection therewith.

While ASSIGNOR does not warrant the title to said oil and gas leases generally, it nevertheless covenants to and with ASSIGNEE, its successors and assigns, that it has done nothing to encumber the title to said oil and gas leases, and ASSIGNOR will warrant and defend the title to said leases as against all persons claiming by, through and under it, but as to no others; and ASSIGNOR hereby transfers and assigns unto ASSIGNEE, its successors and assigns, the benefit of all prior warranties lying within ASSIGNOR'S chain of title.

This assignment shall be effective as of 7:00 a.m. _______. 2005.

IN TES	IIMONY WHER	REOF , witness the execution hereof by ASSIGNOR, this
day of	, 2005.	
		ASSIGNOR:
		ORBIT GAS COMPANY
		ByBenjamin C. Cubbage, Jr., President
STATE OF KENTUCK	XY)	
COUNTY OF HENDE	RSON)	
This instrument Benjamin C. Cubbage.	was acknowledged Jr. as President of (before me on theday of, 2005 by Orbit Gas Company.
My commission	expires:	
		Notary Public
This instrument prepare	d by:	
Benjamin C. Cubbage P. O. Box 17 - 600 Barr Henderson. Kentucky <i>4</i> (270) 827-5635	ett Blvd.	

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated the ____ day of ______. 2005, from Orbit Gas Company, as Assignor to Orbit Gas Transmission, Inc., as Assignee

EXHIBIT 12.1

Item 2 Sheet 17 of 24 Attachment

INTERIM ESCROW AGREEMENT

THIS INTERIM ESCROW AGREEMENT made and entered into this 5th day of October, 2005. to be effective October 1, 2005 (the "Effective Date"), by and between. Fifth Third Bank for the benefit of Orbit Gas Transmission. Inc. ("Escrow Agent"), Orbit Gas Company, a Kentucky corporation ("Seller"), Benjamin C. Cubbage, Jr. and William L. Haskins (hereinafter collectively referred to as the "Shareholders") and Orbit Gas Transmission. Inc., a Kentucky corporation (hereinafter referred to as the "Purchaser").

WITNESSETH, THAT:

WHEREAS, Seller, Shareholders and Purchaser have entered into an Asset Purchase and Sale Agreement dated September 30, 2005 (the "Purchase Agreement") under which Purchaser shall purchase certain Assets (as defined in the Purchase Agreement) from Seller; and

WHEREAS, the Kentucky Public Service Commission (the "Commission") has not provided the necessary approvals for the Closing (as defined in the Purchase Agreement) of the transactions contemplated by the Purchase Agreement to take place; and

WHEREAS, Seller, Shareholders and Purchaser have agreed to transfer control and management of the Assets in the interim until the necessary approval is obtained from the Commission; and

WHEREAS, pursuant to Section 12.1 of the Purchase Agreement, Purchaser is to deliver the balance of the Purchase Price (as defined in the Purchaser Agreement) in the amount of One Million Ninety Thousand Dollars (\$1,090,000) to the Escrow Agent to be held in accordance to the terms and conditions of this Escrow Agreement; and

WHEREAS, Seller, Shareholders and Purchaser have agreed that Escrow Agent will serve as an escrow agent hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter contained, and the performance thereof by the respective parties hereto, and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby mutually agreed by and between the parties hereto as follows:

- 1. <u>TERMS DEFINED IN PURCHASE AGREEMENT</u>. Capitalized terms used but not otherwise defined herein shall have the respective meanings given them in the Purchase Agreement.
- 2. <u>DELIVERY OF AMOUNTS TO ESCROW AGENT</u>. Concurrently with the execution of this Agreement. Purchaser shall deliver, via a federal funds wire transfer or otherwise immediately available funds, to Escrow Agent, the sum of One Million Ninety Thousand Dollars (\$1,090,000) (hereinafter referred to as the "Escrow Funds"). Escrow Agent shall establish a segregated account in which to hold the Escrow Funds in accordance with the provisions of this Agreement and shall not transfer and/or release said Escrow Funds except in accordance with the provisions hereof.
- 3. <u>PURPOSE AND PAYMENT OF THE ESCROW FUNDS</u>. The Escrow Funds will be held by Escrow Agent and the Escrow Funds shall be released only in one of the following instances:
 - Upon the receipt by the Escrow Agent of written notice from the Purchaser that the Purchaser has received written notification from the Commission that transfer of the Assets of Seller to Purchaser and the other transactions contemplated by the Purchase Agreement, have been approved by the Commission, One Hundred Thousand Dollars (\$100,000) of the Escrow Funds shall be disbursed to an escrow agent approved by the

Seller and Purchaser in accordance to Section 8.3.2 of the Purchase Agreement and the remaining amount of Nine Hundred Ninety Thousand Dollars (\$990,000) shall be disbursed to the Seller in accordance to Section 8.3.4 of the Purchase Agreement; or

- After November 30, 2005, upon the receipt by the Escrow Agent of written notice signed by either Seller or Purchaser, indicating that said party desires to terminate the Purchase Agreement and in accordance thereto terminate this Agreement, all One Million Ninety Thousand Dollars (\$1,090,000) of the Escrow Funds shall be disbursed to the Purchaser; or
- Upon the receipt by the Escrow Agent of a written mutual release of any or all of the Escrow Funds signed by the Seller and Purchaser instructing the Escrow Agent to whom and in what amount the Escrow Funds should be disbursed, in which event. Escrow Agent shall disburse Escrow Funds in accordance with the written mutual release within five (5) days of receipt of such release.

4. DISPOSITION OF THE ESCROW FUNDS.

- 4.1 <u>Disposition</u>. Escrow Agent shall hold the Escrow Funds under this Agreement and shall make no drawing or payment thereof except as specified in this Agreement.
- 4.2 <u>Court Order.</u> Notwithstanding any other provision of this Agreement to the contrary, if at any time prior to the termination of this Agreement the Escrow Agent receives a final nonappealable judgment of a court of competent jurisdiction over the matters governed by this Agreement, or written instructions executed by the Purchaser Seller, the Escrow Agent shall comply with such judgment or instruction and pay from the Escrow Funds, as instructed, to Purchaser or Seller, the amount of cash so instructed.
- 5. <u>DURATION AND TERMINATION OF AGREEMENT</u>. This Agreement shall cease and terminate upon the first to occur between either (i) the disbursement of all of the Escrow Funds in accordance to the terms and conditions of this Agreement; or (ii) the receipt of written notice to terminate this Agreement in accordance to Section 3.2 hereof, in which the Escrow Agent shall then transfer to Purchaser all the Escrow Funds.
- 6. <u>INVESTMENT OF THE ESCROW FUND</u>. Escrow Agent agrees that it shall invest the Escrow Funds in (a) U.S. Government securities (but with maturities of not more than one year), (b) a money market fund that invests exclusively in U.S. Government securities, or (c) in one or more other investments acceptable to Seller and Purchaser. All interest proceeds from investments made with the Escrow Funds shall be the property of Purchaser and paid to Purchaser.

7. ESCROW AGENT.

- 7.1 Except as set forth in Sections 4, 5, 6 and this Section 7 hereof, Escrow Agent shall not sell, transfer or otherwise dispose of in any manner all or any portion of the Escrow Funds.
- 7.2 The duties and obligations of Escrow Agent shall be determined solely by this Agreement, and Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement. Escrow Agent shall be deemed to have no notice of, and shall not be controlled, limited or bound by any of the provisions contained in any other agreement, contract or document between Seller and Purchaser, except as specifically contained herein.

- 7.3 In the performance of its duties hereunder, Escrow Agent shall be entitled to rely upon any document, instrument or signature believed by it in good faith to be genuine and signed by any party hereto or an authorized officer or agent thereof, and shall not be required to investigate the truth or accuracy of any statement contained in any such document or instrument. Escrow Agent may assume that any person purporting to give any notice in accordance with the provisions of this Agreement has been duly authorized to do so.
- 7.4 Escrow Agent shall not be liable for any error of judgment, or any action taken, suffered or omitted to be taken, hereunder except in the case of its gross negligence, bad faith, or willful misconduct. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.
- As compensation for its services to be rendered under this Agreement, for each year or any portion thereof, the Escrow Agent shall receive a fee in the amount of Two Hundred Dollars (\$200.00) and shall be reimbursed upon its written request for all expenses, disbursements and advances, including reasonable fees of outside counsel, if any, incurred or made by it in connection with the preparation of this Agreement and the carrying out of its duties under this Agreement. All such fees and expenses shall be borne one-half by Seller and one-half by Purchaser.
- 7.6 Escrow Agent shall be reimbursed, indemnified and held harmless against, any loss, liability or expense, including, without limitation, reasonable attorneys' fees, incurred without gross negligence, bad faith or willful misconduct on the part of the Escrow Agent arising out of, or in connection with the acceptance of, or the performance of, its duties and obligations under this Agreement. Purchaser and Seller agree, as among themselves only, that all obligations of Purchaser and Seller under this paragraph 7.6 shall be borne one-half by Purchaser and one-half by Seller.
- 7.7 Escrow Agent may at any time resign by giving twenty (20) business days prior written notice of resignation to Seller and Purchaser. Seller and Purchaser may at any time jointly remove Escrow Agent by giving ten (10) business days' written notice signed by each of them to Escrow Agent. If Escrow Agent shall resign or be removed, a successor Escrow Agent, which shall be mutually satisfactory to Purchaser and Seller, shall be appointed by written instrument executed by Seller and Purchaser and delivered to Escrow Agent and to such successor Escrow Agent and, thereupon, the resignation or removal of the predecessor Escrow Agent shall become effective and such successor Escrow Agent, without any further act, deed or conveyance, shall become vested with all right, title and interest to all cash and property held hereunder of such predecessor Escrow Agent, and such predecessor Escrow Agent shall, on the written request of Seller. Purchaser or the successor Escrow Agent, execute and deliver to such successor Escrow Agent all the right, title and interest hereunder in and to the Escrow Fund of such predecessor Escrow Agent and all other rights hereunder of such predecessor Escrow Agent. If no successor Escrow Agent shall have been appointed within twenty (20) business days of a notice of resignation by Escrow Agent, then Escrow Agent's sole responsibility shall thereafter be to hold the Escrow Funds until the earlier of its receipt of designation of a successor Escrow Agent or a joint written instruction by Seller and Purchaser.
- 8. <u>ESCROW AGENT IN THE EVENT OF DISAGREEMENT</u>. In the event of a disagreement between the Purchaser and Seller, resulting in adverse claims and demands being made in connection with, or for, the Escrow Funds, Escrow Agent shall refuse to comply with the claims or demands as long

as such disagreement shall continue. In so refusing, Escrow Agent shall make no delivery or other disposition of the Escrow Funds, and in so doing Escrow Agent shall not be or become liable in any way to any person for its failure or refusal to comply with such conflicting or adverse demands. Escrow Agent shall be entitled to continue refraining from acting and/or refusing to act until Escrow Agent receives one or more of the following:

- (a) an authorization of a particular action executed by all parties to the disagreement;
- (b) a certified or file-stamped copy of a court order resolving the disagreement or directing a specific distribution of all or any portion of the Escrow Funds; or
- (c) ruling pursuant to arbitration in accordance with Kentucky law resolving the disagreement or directing a specific distribution of all or any portion of Escrow Funds.

Upon receipt of any such document, Escrow Agent shall promptly act according to its terms thereby being relieved from any duty, responsibility or liability arising from the adverse claims and demand or from the terms of this Agreement. Further, in the event of the occurrence of any dispute between the parties hereto with respect to the Escrow Funds, Escrow Agent may, without prejudice to any of its other rights hereunder, commence an action for interpleader in a court of competent jurisdiction, with respect to the Escrow Funds. All of the costs and charges incurred by the Escrow Agent in connection with any such action, including reasonable attorney fees, shall be paid one-half (1/2) by Purchaser and one-half (1/2) by Seller.

9. NOTICES. All communications, notices and disclosures required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earliest of the date when actually delivered to another party or when deposited in the United States mail (certified or registered mail, postage prepaid, return receipt requested) addressed as follows, unless or until a party notifies the other in accordance with this paragraph 9 of a change of address:

If to Escrow Agent:

Fifth Third Bank

Attn: Rodney Russell

20 Northwest Third Street, PO Box 778

Evansville, Indiana 47705-0778

If to the Seller and/or Shareholders:

Benjamin C. Cubbage, Jr. 600 Barret Blvd

Henderson, KY 42420

William L. Haskins % Paul J. Wallace, Esq. 25 N. W. Riverside Drive

PO Box 1287

Evansville, Indiana 47706-1287

If to Purchaser:

Orbit Gas Transmission. Inc.

P.O. 749

Mt. Vernon, Illinois 62864

With a copy to: Marc D. Fine
Rudolph, Fine, Porter & Johnson, LLP
221 N.W. Fifth Street
P.O. Box 1507
Evansville, Indiana 47706-1507

- 10. <u>DUTIES OF ESCROW AGENT</u>. The duties and responsibilities of Escrow Agent will be limited to those expressly set forth herein. Escrow Agent shall act in good faith and shall be fully protected when relying on any written notice, demand certificate or document which it believes to be genuine and shall incur no liability in its capacity as Escrow Agent unless its conduct constitutes gross negligence or willful misconduct.
- 11. MANDATORY DISPUTE RESOLUTION AS AMONG SELLER. PURCHASER. AND SHAREHOLDERS. In the case of any dispute between or among Seller, Purchaser, and/or Shareholders as to the meaning or enforcement of this Agreement, the following mandatory provisions shall apply.
 - Mandatory Direct Negotiations for Claims. With respect to claims made within one (1) year of the effective date of this Agreement, neither Seller, Purchaser, nor Shareholders (a "Disputant") shall institute or file any legal action with any court to resolve any dispute arising under or with respect to this Agreement (a "Dispute") before that Disputant has sought to resolve the Dispute through direct negotiation with the other Disputant or Disputants.
 - 11.2 Mandatory Mediation for Claims. With respect to claims made within one (1) year of the effective date of this Agreement, the Disputants shall attempt to resolve that Dispute through mediation conducted in Henderson County, Kentucky or such other venue as the partners agree, if any such Dispute is not resolved within three (3) weeks after a written demand for direct negotiation. If the Disputants do not agree on a mediator within ten (10) days after direct negotiations have failed, any Disputant may request any judge in any court in Henderson County to appoint a mediator who shall be an attorney who has substantial experience in the mediation of commercial law disputes and who has no lawyer client relationship with any Disputant. The mediation shall take place within forty-five (45) days after a written demand for direct negotiations has been made. Mediation shall be conducted in accordance with Kentucky's Alternative Dispute Resolution Rules. If the mediator is unable to facilitate a settlement of the Dispute within that forty-five (45) day period, the mediator shall issue a written statement to the Disputants to that effect and the aggrieved Disputant may then seek relief through filing a legal action or taking any other action that Disputant finds appropriate, subject to the terms, conditions, and limitations of this Agreement. The fees and expenses of the mediator shall be divided and paid equally by each of the parties to the Dispute.
 - 11.3 Exclusive Venues for All Court Proceedings. The exclusive, proper, and preferred venue of any claim or cause of action among the Seller, Shareholders, and Purchaser concerning this Agreement shall lie in the United States District Court for the Western District of Kentucky or the Circuit Court of Henderson County, Kentucky. No such party seeking to enforce any right under or with respect to this Agreement shall bring an action in any other forum.
 - 11.4 <u>Waiver of Jury Trial in All Court Proceedings</u>. Seller, Shareholders, and Purchaser hereby expressly waive the right to a jury trial in the resolution of any dispute arising under or with respect to this Agreement.

- Preservation of Appeal Rights in All Court Proceedings. Seller, Shareholders, and Purchaser hereby agree that their respective rights to review and appeal of the decision of any court shall not be limited by any provision of this Agreement.
- 11.6 Governing Law and Severability. This Agreement shall be construed, governed, and interpreted in accordance with the laws of the Commonwealth of Kentucky, without respect to its conflicts of law rules. If any provision hereof is in conflict with any statute or any rule of law of the Commonwealth of Kentucky or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed severable from this Agreement, or enforceable to the maximum extent permitted by law, as the case may be, and the same shall not invalidate any other provisions of this Agreement.
- Attorney Fees and Litigation Expenses. If any party obtains a judgment against the other Party by reason of any breach of this Agreement, that party shall be entitled to the payment of reasonable attorney fees, depositions costs, filing fees and other reasonable actual costs incurred in obtaining the judgement.
- 12. <u>AGREEMENT BINDING</u>. This Agreement shall be binding and inure to the benefit to the respective heirs, beneficiaries, executors, administrators, successors and assigns of the respective parties hereto.
- 13. <u>NO ASSIGNMENT</u>. This Agreement is personal to the parties and no party shall assign or delegate its or his respective rights and/or duties hereunder without the prior express written consent of the other parties, except as otherwise specifically provided in this Agreement.
- 14. ENTIRE AGREEMENT. This Agreement and the Purchase Agreement set forth the entire understanding between the parties hereto with respect to the subject matter of this Agreement, and it supersedes any and all prior or contemporaneous negotiations between the parties with respect to the subject matter of this Agreement. There are no representations or promises between the parties except as set forth herein.
- 15. <u>AMENDMENT</u>. No provision of this Agreement may be amended, waived, terminated or modified, except in writing signed all of the parties hereto.
- 16. WAIVER. The failure or forbearance by any of the parties to exercise any of their rights or remedies with respect to a breach or default under this Agreement by any other party shall not operate as a waiver as to any subsequent breach or default.
- 17. <u>INTERPRETATION</u>. Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in any gender shall extend to and include all genders.
- 18. <u>HEADINGS</u>. Headings are inserted for convenience of reference only and shall not affect the construction and interpretation of this Agreement.

Item 2 Sheet 23 of 24 Attachment

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first set forth above.

ESCROW AGENT	By:Rodney D. Russell
SELLER	ORBIT GAS COMPANY By: De Company Benjamin C. Cubbage, Jr., President
SHAREHOLDERS	By: Achte Benjamin C. Cubbage, Jr. By: Milliam L. Haskins
PURCHASER	ORBIT GAS TRANSMISSION, INC. By: Richard H. Straeter, President

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first set forth above.

By: Rodney D. Russell

ORBIT GAS COMPANY

SELLER

By: Rodney D. Russell

ORBIT GAS COMPANY

Benjamin C. Cubbage, Jr., President

By: William L. Haskins

PURCHASER

ORBIT GAS TRANSMISSION, INC.

By: Richard H. Straeter, President

Response to First Data Request of Commission Staff to Orbit Gas Company and Orbit Gas Transmission, Inc.

Item 3

Person Responsible for Responding: Benjamin C. Cubbage. Jr.

Request: Refer to the Application. Exhibit C, at 30. This page pertains to equipment.

machinery, tools and inventories and refers to an attachment. No attachment was

included. Provide the attachment.

Response: Schedule 1.1.1 in the "Asset Purchase and Sale Agreement" sets out a detailed

itemization of the major items of equipment, machinery, tools and inventories of Orbit Gas. It is the intention of the parties to append this schedule to a Bill of Sale from Orbit Gas to Orbit Transmission to be delivered at the time the proposed

transaction is closed. This schedule is attached.

Pipeline and Pipeline Related Equipment

County	Description	Pipeline/Ft.	Pipeline/Miles	Machine & Equipment
Christian	Compressor			VRG-155 340 Quincy
 To Probabilities in the definition of the medical depoint of the control of the con	4" Sargent Crofton Line	13,318	2.5	1
Hopkins	Compressors			1987 JGS-325 Ariel
1 con the control of				1985 JGP-2 Ariel
				Electric 340 Quincy
				Electric 325 Quincy - 7-1/2 horse.
				VRG-220 Single AOL
 да «Мент» с технично подавани и переволюция. 				Electric Singe ACL - 40 horse.
				VRG-330 Dual AOL
d calcinostición co deblaco e a special de ser en esta en esta en el calcinos e a c	Dehydration Units			(3) Lakota dehydration units
	Meters			(32) chart recorder meter
- Mineral Control of the Control of	Pipelines			
	(SDR7) 3" plastic - East	31,680	6	
t t t et deser	Diamond transmission lines			1
				1
	2" gathering lines			
	Thorpe line	700	0.1	
	Salmon 2	1300	0.2	:
	Reynolds & Vincent	19,000	3.6	i
	Rudd line			
	Allen 2 line			
	Cypress line	2,055	0.4	1
	Morris line	5,600	1.1	
	C.A. Robinson line			1
	Poe Hill	21,200	4	
	Hanson	34,320	6.5	
and the second discount of the second of the	4" gathering lines			
	Sisk School	6,000	1.1	
	Carbondale line	42,000	8	
	Sargent Crofton line	27,400	5.2	
100 00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	6" gathering lines			
	Jobe Pipeline	46,000	8.7	
	Jobe Fipelifie	40,000	0.1	
p of the description of the state of the sta				

Pipeline and Pipeline Related Equipment

Carret	Description	Dia-line/Et	Din - Un - /N Ail - o	Machine & Equipment
County	<u>Description</u>	Pipeline/Ft.	Pipeline/Miles	<u>Macrime & Equipment</u>
Muhlenberg	2" Gathering lines		ang sanggananany warangan sayan alah sa kasan a sahah sa dalah sa sa dalah sa sa sa dalah sa sa sa da sa sa sa	Company of the Compan
	Robinson line	1,295	0.2	Access Transformer (1998) and the Control of the Co
	Mercer Moore	6,860	1.3	
	Ensign Bickford	15,000	2.8	
	Dates	1,135	0.2	
	4" Gathering lines		againtife ann an dean agus agus agus agus agus agus agus agus	
	Jobe Pipeline	10,500	2	
McLean	Dehydration Unit			(1) Lakota Unit
	2" Gathering lines	07.000		
	Bells Ferry to Sacramento	37,200		
	4" Gathering line			
	Rumsey	18,500	3.5	

Tools and Miscellaneous Equipment

25 Gallon Electric Sprayer

5 Horsepower 2250 Watt Coleman Generator

Open Flow Test Kit

Electric Fuel Pump

Dead Weight Tester

Electric Drill (Battery Operated)

Cadwell Kit

Meriam Instruments Manometer

3/4" Drive Socket Set with Rachet

2" Fusion Machine with Irons for Polypipe Butt Fusion

3" Fusion Machine with 4" Irons for Polypipe Butt Fusion

3 Sets of 1"-2" Threaders

1 Set of 3/4"-1-1/2" Threaders

2 2" Cutters

1 Set of Bolt Cutters

3 36" Pipe Wrenches

1 Reddy Heater Pro 100 100,000 Btu Kerosene Heater with Blower

1 K-D Tool Dial Indicator (Alignment Tool)

1 Electric Motoer 1/2 HP 100 RPM

1 Heath Detecto Pak II Leak Surveyor (Complete Kit)

1 Meriam Instrument Merical Meter Tester

1 Eagle Research Handheld Programmer for Electric Meter

1 Heath Odorator

1 Pipeline Locator

1 Refinery Supply Dew Point Tester

1 EC Miller Cathodic Protection Meter w/Electrode

1 Heath FI 2000

Electric Meter

Electronic Meter

Hunda Power Washer

1984 Lowe River Jon Del Boat

Office Equipment Inventory

Dell computer - Dimension L500c

Roughneck Software

Hewlett Packard LaserJet 5 printer

Secretary desk chair

Brother SX-4000 typewriter

Dell computer - Dimension XPS D233

Dell computer - Dimension 2400 w/wireless keyboard and mouse

HP LaserJet 2100 printer

ScanMaker 5950 scanner

Dell laptop computer - Inspiron 2600 w/wireless keyboard and mouse

HP Deskjet 600c printer

Xerox 5334 copy machine

Brother IntelliFax 2600 fax machine

Scout Check tickets and cabinets

Drafting table

Bulletin board

Oasis water cooler

- 1 3 drawer file cabinet
- 8 4 drawer file cabinets
- 2 5 drawer file cabinets
- 2 map file cabinets

Steel shelf (w/product books)

Response to First Data Request of Commission Staff to Orbit Gas Company and Orbit Gas Transmission, Inc.

Item 4

Person Responsible for Responding: Benjamin C. Cubbage, Jr.

Request:

Refer to the Application, Exhibit C, at 37. This page pertains to wells and refers to an attachment. No attachment was included. Provide the attachment.

Response:

The "Asset Purchase and Sale Agreement", Exhibit C at page 37 refers to the wells which are carried on the plugging bond of Orbit Gas posted with the Division of Oil and Gas. Department of Natural Resources, Commonwealth of Kentucky. The inventory of wells supplied by the Division of Oil and Gas consists of a listing of every well that has been placed on the Orbit Gas bond since the bonding requirement was enacted in the early 1960's. Some of the wells shown were dry holes and were plugged. Some were later plugged and abandoned after production ceased. There are a total of 50 wells on this inventory which remain subject to the bonding requirement, some productive, some temporarily abandoned, and others non-productive. Well transfer forms for each of the 50 wells are to be signed and delivered to the Division of Oil and Gas when the proposed sale of assets is closed. See Schedule 1.1.10.2 attached.

Schedule 1.1.10.2

- Type: GAS Status: (PR) Op: ORBIT GAS CO (3399)

 SALMON HEIRS #1 Depth: 2300 Bond: BS3399

 Hopkins County Topo: SAINT CHARLES Carter Coord: 19 I 23 2440FSL 270FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 BLAKELEY, HERSCHEL #2 Depth: 1400 Bond: BS3399

 Hopkins County Topo: NORTONVILLE Carter Coord: 8 I 26 780FNL 1980FWL

 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 SCOTT, RUBY #1 Bond: BS3399
 Hopkins County Topo: GRAHAM Carter Coord: 2 I 26 450FSL 620FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 WHITFIELD, NEVELINE M #1 Depth: 2181 Bond: BS3399
 Hopkins County Topo: NORTONVILLE Carter Coord: 12 I 25 2820FSL 50FEL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 OBRYANT UNIT #1 Depth: 1500 Bond: BS3399

 Hopkins County Topo: NORTONVILLE Carter Coord: 7 I 26 1900FNL 800FEL

 GAS WELL, ALL RECORDS ON FILE, TARTAN OI CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 PUTNAM UNIT #1 Depth: 1400 Bond: BS3399
 Hopkins County Topo: NORTONVILLE Carter Coord: 7 I 26 1100FNL 833FEL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 THORPE, J C ETAL (WALKER-CRABTREE COAL CO) #1 Depth: 1455 Bond: BS3399
 Hopkins County Topo: SAINT CHARLES Carter Coord: 19 I 23 550FNL 2600FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 SCOTT, ANDREW #1 Depth: 2015 Bond: BS3399
 Muhlenberg County Topo: GRAHAM Carter Coord: 11 I 27 80FNL 50FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM E F MARAN, INC 6-9-70

- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 OATES, S A ETAL #1 Depth: 1446 Bond: BS3399
 Muhlenberg County Topo: GRAHAM Carter Coord: 1 I 26 1650FNL 2200FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 SCOTT, LENA #1-RE Depth: 2005 Bond: BS3399
 Muhlenberg County Topo: GRAHAM Carter Coord: 10 I 27 2020FSL 1460FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM E F MARAN, INC 6-9-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 LOVAN COMMUNITY #1 Depth: 1366 Bond: BS3399
 Hopkins County Topo: NORTONVILLE Carter Coord: 21 I 25 500FNL 1450FEL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 WEST KY COAL CO-HARTLINE, MONROE #1 Depth: 2320 Bond: BS3399
 Hopkins County Topo: NORTONVILLE Carter Coord: 5 I 25 2070FNL 90FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 WEST KY COAL CO #B-1 Depth: 2200 Bond: BS3399
 Hopkins County Topo: SAINT CHARLES Carter Coord: 9 I 24 2100FNL 800FEL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 MORRIS, BASIL #1 Depth: 2300 Bond: BS3399

 Hopkins County Topo: NORTONVILLE Carter Coord: 15 I 25 2860FSL 1780FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 WEST KY COAL CO #B-2 Depth: 2083 Bond: BS3399
 Hopkins County Topo: SAINT CHARLES Carter Coord: 10 I 24 1650FSL 1400FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 CLAPP-ALLEN #1 Depth: 2075 Bond: BS3399

 Hopkins County Topo: NORTONVILLE Carter Coord: 11 I 25 2620FNL 1370FWL

 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70

- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 WEST KY COAL CO #B-3 Depth: 2178 Bond: BS3399
 Hopkins County Topo: SAINT CHARLES Carter Coord: 11 I 24 1000FNL 825FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PA Op: ORBIT GAS CO (3399)

 HOLLIMAN, CUMMINGS & WILLIAMS UNIT #12 Depth: 2054 Bond: BS3399

 Hopkins County Topo: NORTONVILLE Carter Coord: 11 I 25 1150FNL 1340FWL

 D&A WELL, ALL RECORDS ON FILE, NO VIOLATIONS, TRANS FROM TARTAN OIL CO 6/1/70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 WEST KY COAL CO #3 Depth: 2160 Bond: BS3399
 Hopkins County Topo: GRAHAM Carter Coord: 8 I 26 275FNL 1400FEL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 STEVENS JR, J R #2 Depth: 1173 Bond: BS3399
 Hopkins County Topo: SAINT CHARLES Carter Coord: 6 I 24 3100FNL 720FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 CYPRET, WILLIE MAE #1 Depth: 2034 Bond: BS3399

 Hopkins County Topo: SAINT CHARLES Carter Coord: 10 I 24 250FNL 1650FWL

 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 BROWN, MORRIS R-BABB #1 Depth: 1240 Bond: BS3399

 Hopkins County Topo: SAINT CHARLES Carter Coord: 10 I 23 900FNL 1620FWL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 SENTRY ROYALTY CO (PEABODY COAL CO) #1 Depth: 2230 Bond: BS3399

 Hopkins County Topo: SAINT CHARLES Carter Coord: 11 I 24 2670FNL 900FEL

 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- 19139 Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 JONES, KIRKPATRICK & ROGERS #2 Depth: 348 Bond: BS3399

 Muhlenberg County Topo: CENTRAL CITY EAST Carter Coord: 22 J 30 2775FNL
 1950FEL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM CREEK OIL CO 1-15-75

- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 JONES, KIRKPATRICK & ROGERS #3 Depth: 370 Bond: BS3399

 Muhlenberg County Topo: CENTRAL CITY EAST Carter Coord: 22 J 30 2150FNL 1200FEL

 GAS WELL, ALL RECORDS ON FILE, TRANS CREEK OIL CO 1-15-75
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 JONES, KIRKPATRICK & ROGERS #4 Depth: 373 Bond: BS3399

 Muhlenberg County Topo: CENTRAL CITY EAST Carter Coord: 22 J 30 2000FNL 2650FEL

 GAS WELL, ALL RECORDS ON FILE, TRANS FROM CREEK OIL CO 1-15-75
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)
 CUNNINGHAM, A D #2 Depth: 2205 Bond: BS3399
 Hopkins County Topo: NORTONVILLE Carter Coord: 15 I 25 720FNL 1680FEL
 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 PURDY-THORPE UNIT #1-A Depth: 1500 Bond: BS3399

 Hopkins County Topo: SAINT CHARLES Carter Coord: 19 I 23 2860FSL 1820FEL

 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 CARLTON, GRACE ET AL #1 Depth: 1945 Bond: BS3399

 Muhlenberg County Topo: GRAHAM Carter Coord: 22 I 27 1390FSL 430FEL
 GAS WELL, ALL RECORDS ON FILE
- Type: GAS Status: PR Op: ORBIT GAS CO (3399)

 MERCER-MOORE HEIRS UNIT #1-A Depth: 2001 Bond: BS3399

 Muhlenberg County Topo: MILLPORT Carter Coord: 22 J 26 1100FSL 1350FWL

 GAS WELL, ALL RECORDS ON FILE, TRANS FROM TARTAN OIL CO 6-1-70
- Type: GAS Status: TA Op: ORBIT GAS CO (3399)
 SALMON, J G #2-RE Depth: 2053 Bond: BS3399
 Hopkins County Topo: SAINT CHARLES Carter Coord: 19 I 23 2450FNL 340FWL
 GAS WELL, ALL RECORDS ON FILE, NO VIOLATIONS, TRANS FROM TARTAN OIL CO
 6/1/70, TA EXPIRES 8/2/06